



Order Filed on March 25, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

SCOTT D. SHERMAN, ESQUIRE

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Attorney for Creditor Wells Fargo Bank, N.A., as Trustee for Carrington
Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through
Certificates

C.241-5502.NF

In Re:

Dianna Guadagnino

Case No.: 17-12951-RG

Adv. No.:

Hearing Date: 8/7/18 at 11:00 a.m.

Judge: Rosemary Gambardella

AMENDED CONSENT ORDER RE ADEQUATE PROTECTION

The relief set forth on the following pages, numbered two (2) through four (4) is
hereby **ORDERED**.

DATED: March 25, 2019

A handwritten signature in black ink, reading "Christine M. Gravelle".

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtor: Dianna Guadagnino

Case No. 17-12951-RG

Caption of Order: Amended Consent Order Re Adequate Protection

IT IS HEREBY CONSENTED by and between Movant, Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates, its assignees and/or successors in interest, through its retained counsel, Scott D. Sherman, Esquire, for Prober & Raphael, A Law Corporation, and Debtor Dianna Guadagnino, through her counsel, David Edelberg, Esquire, to amend the Consent Order re Adequate Protection previously entered on August 28, 2018, as follows:

1. The Plan's treatment for Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates set forth in section 2.2 of the Plan is hereby modified to provide; (i) an annual interest rate of 3.25% per annum.; (ii) the Unpaid Principal Balance is determined to be \$522,306.90 (iii) the term of the note will be 30 years as of the present term of the loan will not be modified by the plan; (iii) monthly payments will be approximately \$2,273.00, subject to change pursuant to the loan documents.

2. The Debtor shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **252 Suydam Ave, Jersey City, New Jersey 07304**, in a timely fashion, commencing with the January 1, 2019 payment at the modified amount of \$2,273.00. Any payment received after the 15th of each month shall be considered over due and therefore Movant can assess a late fee of 5% of the overdue payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

3. Any pre and post-petition arrears up to January 1, 2019 are incorporated into the new Unpaid Principal Balance.

4. Taxes associated with the property and required insurance will not be escrowed. Debtor is responsible for all such taxes and insurance and understands Debtor must maintain insurance naming Movant as the loss payee and maintain payment of property taxes. Any delinquency or failure to pay is subject to the default terms in Paragraph 5.

5. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1, 2 or 4 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee and maintain payment of property taxes, Movant may file and serve a Certification of Default on Debtor and Debtor's counsel. Debtor shall have thirty (30) days from the date of service of said Certification within which to cure the existing breach. A cure of the breach shall include, but not be limited to, any late charges, costs and/or advances due pursuant to the Note. If Debtor fails to do so, then on the thirty-first (31st) day, Movant shall serve and lodge a Declaration Re Non-Compliance along with a final Order for Relief from the Automatic Stay. Absent a showing that the required payments were timely tendered to and received by Movant, in good funds, the Court shall cause said Order to be entered. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all

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purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

6. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

7. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

8. Upon Entry of the Order on the Amended Consent Order re Adequate Protection, Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates casts its ballot in favor of confirmation of the Plan.

9. The terms and conditions of this Stipulation may not be modified, altered or changed in any Chapter 11 Plan for Reorganization without the express written consent of Movant.

10. Debtor shall incorporate the terms of this Consent Order into the [Amended] Plan and Order Confirming Plan.

11. In the event the instant bankruptcy proceeding is dismissed or discharged, this Consent Order shall be terminated and have no further force or effect.

12. The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

By 

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By 

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CERTIFICATE OF MAILING

I hereby certify that on _____, 2018, a copy of the foregoing
Order was served on each of the following: Movant.
